

**INTEL PREBOOT EXECUTION ENVIRONMENT (PXE)
PRODUCT DEVELOPMENT KIT (PDK)
COPYRIGHT LICENSE AND DISTRIBUTION AGREEMENT**

IMPORTANT: READ BEFORE COPYING, INSTALLING OR USING.

BY USING THIS SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. DO NOT USE THIS SOFTWARE UNTIL YOU HAVE CAREFULLY READ AND AGREED TO THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE SOFTWARE FILES AND ANY ACCOMPANYING ITEMS AND DO NOT COPY, INSTALL OR USE THE SOFTWARE. .

IF YOU USE THIS SOFTWARE, YOU WILL BE BOUND BY THE TERMS OF THIS AGREEMENT AS FOLLOWS:

LICENSE: Intel Corporation ("Intel") grants you a non-exclusive, royalty-free, copyright license to the enclosed software program and materials in object code format, ("the Software") subject to the terms herein. No other license is granted except as expressly provided herein. You will not use, copy, modify, rent, distribute, sell nor transfer the Software nor any portion thereof except as expressly provided in this Agreement.

YOU MAY:

1. Install a copy of the Software on one or more computers for internal use only and for the sole purpose of testing PC systems for adherence to the Wired for Management Baseline Specification;
2. Copy the Software solely for backup or archival purposes and for internal transfer to another user in your company who agrees to the terms of this Agreement.

YOU WILL NOT:

1. Sublicense the Software;
2. Reverse engineer, decompile or disassemble the Software;
3. Copy the Software, in whole or in part, except as specifically provided for in this Agreement;
4. Distribute or transfer the Software outside your company.

TRANSFER: You may transfer a copy of the Software to another person in your company (i.e., the company which was originally granted access to this Software by Intel) on the condition that a copy of this Agreement accompanies the transferred copy and the receiving party agrees to the terms of this Agreement.

OWNERSHIP AND COPYRIGHT OF SOFTWARE: Title to the Software and all copies thereof remain with Intel or its vendors. The Software is copyrighted and is protected by United States and international copyright laws. You will not remove the copyright notice from the Software. You agree to prevent any unauthorized copying of the Software. Except as otherwise expressly provided, Intel does not grant any express or implied right to You under Intel patents, copyrights, trademarks or trade secret information.

WARRANTY DISCLAIMER: The Software is provided "AS IS" without warranty of any kind.

INTEL MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, AND FITNESS FOR ANY PARTICULAR PURPOSE. INTEL WILL NOT PROVIDE ANY SUPPORT, ASSISTANCE, INSTALLATION, TRAINING OR OTHER SERVICES. INTEL WILL NOT PROVIDE ANY UPDATES, ENHANCEMENTS OR EXTENSIONS.

Intel further does not warrant or assume any responsibility for the accuracy or completeness of the information, text, graphics, links or other items contained in the software. Intel may make changes to the Software or to any products described therein at any time without notice.

LIMITATION OF LIABILITY: IN NO EVENT SHALL INTEL OR ITS VENDORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECULATIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA OR INTERRUPTION OF BUSINESS, WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERMINATION OF THIS LICENSE: Intel may terminate this Agreement at any time if you are in breach of any of its terms and conditions. Upon termination, you will immediately destroy the Software or return all copies of the Software and documentation to Intel at Intel's sole discretion.

U.S. GOVERNMENT RESTRICTED RIGHTS: The Software and documentation were developed at private expense and are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in FAR52.227-14 and DFAR252.227-7013 et seq. or its successor. Use of the Software by the Government constitutes acknowledgment of Intel's proprietary right to them.

EXPORT LAWS: You will not export/re-export the Software in violation of the laws, regulations, orders or other restrictions of the U.S. Export Administration Regulations.

APPLICABLE LAW: This Agreement is governed by the laws of the United States and the State of Delaware, including patent and copyright laws, without regard to its conflict of law provisions.